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10-17-2002



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Form TO-1594  
(Rev. 3/01)  
B No. 0651-0027 (exp.  
5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- **Anchor Glass Container Corporation**

- ☐ Individual(s) ☒ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State - **Delaware**  
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other -

Execution Date: **August 30, 2002**

2. Name and address of receiving party(ies)

**Ableco Finance LLC**

Street Address: **450 Park Avenue, 28<sup>th</sup> Floor**

City: **N.Y.** State: **N.Y.** Zip: **10022**

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other - **Delaware Limited Liability Company**

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,265,032 1,929,484 2,090,093**  
**1,300,589 1,953,772 2,046,777**  
**1,320,769 2,082,372 2,036,766**

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Stanley Seuradge**

Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:.....

**3**

7. Total fee (37 CFR 3.41).....\$ **240.00**

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

**500675 - Schulte Roth & Zabel LLP**

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Stanley Seuradge**

Name of Person Signing

Signature

**September 11, 2002**

Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

10/16/2002 TDIAZ1 00000263 500675 1265032

01 FC:8521 40.00 CH  
02 FC:8522 200.00 CH

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**TRADEMARK**  
**REEL: 002599 FRAME: 0890**

## ASSIGNMENT FOR SECURITY

### (TRADEMARKS)

WHEREAS, ANCHOR GLASS CONTAINER CORPORATION, a Delaware corporation, (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and services marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Financing Agreement, dated as of August 30, 2002 (as amended, supplemented, restated or otherwise modified from time to time, the "Financing Agreement"), with the financial institutions from time to time party thereto (each a "Lender" and collectively, the "Lenders"), and Ableco Finance LLC, a Delaware limited liability company, as administrative agent for the Lenders and as secured party (the "Assignee");

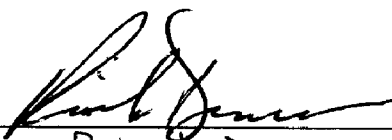
WHEREAS, pursuant to the Financing Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Financing Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance, and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Financing, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 30, 2002.

**ANCHOR GLASS CONTAINER  
CORPORATION**

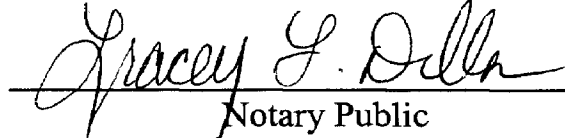
By:   
Name: Richard Deneau  
Title: President + COO

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 28<sup>th</sup> day of August, 2002, before me personally came Richard Deneau, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President & Chief Operating Officer of ANCHOR GLASS CONTAINER CORPORATION, a Delaware corporation, and that he executed the foregoing instrument in the firm name of ANCHOR GLASS CONTAINER CORPORATION, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

  
Notary Public

TRACEY F. DILLON  
Notary Public, State of New York  
No. 01DI5036359  
Qualified in Kings County  
Certified in New York County  
Commission Expires Nov. 21, 2002

# SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

## (TRADEMARKS AND TRADEMARK APPLICATIONS)

### U.S. TRADEMARKS

#### 1. Owned

Trademark	Registration No.	Registration Date	Next Action Due
Cornucopia Design	1,265,032	01/24/1984	Renewal – January 2004
Golden Harvest & Design	1,300,589	10/16/1984	Renewal – October 2004
Anchor Design	1,320,769	02/19/1985	Renewal – February 2005
Linelines	1,929,484	10/24/1995	Section 15 Affidavit – Anytime
Stellar	1,953,772	01/30/1996	Section 15 Affidavit – Anytime
Mountain Design (Registrant: Rocky Mountain Bottle Co.)	2,036,766	02/11/1997	Sections 8 & 15 Affidavit – anytime before 08/11/2002
Rockmountain Bottle Co. (Registrant: Rocky Mountain Bottle Co.)	2,046,777	03/18/1997	Sections 8 & 15 Affidavit – anytime before 09/18/2002
Lasting Impressions	2,082,372	07/22/1997	Sections 8 & 15 Affidavit – anytime before 01/22/2003
Splash	2,090,093	08/19/1997	Sections 8 & 15 Affidavit – anytime before 02/19/2003

### FOREIGN TRADEMARKS

Country	Mark	Registration No.	Registration Date	Next Action
Argentina	Glasscan	1,824,635	Unknown	
Brazil	Glasscan	816528640	Unknown	
Canada	Linelines	733,175	05/12/1997	
Canada	Stellar	778,038	07/26/1996	Proof of Use – July 2002
Canada	Anchor Design	324,040	02/27/1987	
Mexico	Linelines	502,888	08/31/1995	Renewal – 01/2005
Mexico	Stellar	491,744	05/16/1995	Renewal – 03/2005
Mexico	Glasscan	416,585	Unknown	
Uruguay	Glasscan	249,589	Unknown	

#### 2. Licensed - None